

## **EXHIBIT B**

1                   IN THE UNITED STATES DISTRICT COURT  
2                   FOR THE EASTERN DISTRICT OF NEW YORK

3                   ANTHONY BELFIORE, on behalf         ) Civil Action  
4                   of himself and all others         ) No. 14-4090 (JBW)  
5                   similarly situated,                 ) -and-  
6    Plaintiff,  
7    ) Civil Action  
8    ) No. 14-1142 (JBW)  
9    v.  
10    )  
11    THE PROCTER & GAMBLE COMPANY,  
12    )  
13    Defendant.  
14    ----- ) STATUS CONFERENCE  
15    D. JOSEPH KURTZ, individually         )  
16    and on behalf of all others         ) Brooklyn, New York  
17    similarly situated,                 ) Date: June 18, 2019  
18    Plaintiff,  
19    ) Time: 11:00 a.m.  
20    vs.  
21    )  
22    KIMBERLY-CLARK CORPORATION,  
23    )  
24    et al.  
25    ) Defendants. )

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12                   TRANSCRIPT OF STATUS CONFERENCE  
13    HELD BEFORE  
14    THE HONORABLE JUDGE JACK B. WEINSTEIN  
15    UNITED STATES DISTRICT JUDGE

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16                   A P P E A R A N C E S  
17                   For the Plaintiff:                 Lester L. Levy, Esq.  
18    Matthew Insley-Pruitt, Esq.  
19    Sean M. Zaroogian, Esq.  
20    Wolf Popper LLP  
21    845 Third Avenue  
22    New York, New York 10022  
23    212-759-4600  
24                   For the Defendant:                 Harold P. Weinberger, Esq.  
25    Kramer Levin Naftalis & Frankel LLP  
  1177 Avenue of the Americas  
  New York, New York 10036  
  212-715-9132

23                   (Appearances continued on the next page.)

24                   Court Reporter: Annette M. Montalvo, Official Court Reporter  
25    Eastern District of New York  
  Office: 718-804-2711

1           THE COURT: I know it was a controversial issue, of  
2 course.

3           MR. WEINBERGER: Still to be decided.

4           So in terms of the injunctive relief, you know, I  
5 guess I'm -- 49 Attorneys General found that it was  
6 acceptable, and a federal judge found it was acceptable. And  
7 I think that the agreement to apply the more rigorous testing  
8 methodology was intended to make sure that criteria would  
9 continue to be met, and I just quarrel with the notion that  
10 the changes to the labeling are slight. They're not slight at  
11 all. And as I said, everyone seems to find it acceptable  
12 except Mr. Belfiore. So, you know, I don't know what that  
13 says.

14          THE COURT: Well, what's your position going to be  
15 on the need for national uniformity where there is a single  
16 plant manufacturing a single product for the entire nation?

17          MR. WEINBERGER: Well, there's no question that the  
18 product we manufacture is going to have what's required under  
19 the settlement agreement, and that's going to be supplied into  
20 New York. There's no question about that.

21          And I think your point is well taken that if this  
22 case is continued to be prosecuted, just focusing on the  
23 injunctive relief for a moment, I think it may be difficult to  
24 establish that a benefit's been provided to the class down the  
25 road. I mean, we obviously don't know what's going to happen,